

AWARD/CONTRACT		1. This Contract Is A Rated Order Under DPAS (15 CFR 700)		Rating DOA4		Page 1 Of 34	
2. Contract (Proc. Inst. Ident) No. W56HZV-04-D-0160		3. Effective Date 2004MAY21		4. Requisition/Purchase Request/Project No. SEE SCHEDULE			
5. Issued By TACOM WARREN BLDG 231 AMSTA-AQ-ADBB DONALD ALEXANDER (586)574-5013 WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL e-mail address: ALEXANDD@TACOM.ARMY.MIL		Code W56HZV	6. Administered By (If Other Than Item 5) DCMA SAN ANTONIO 615 EAST HOUSTON STREET P.O. BOX 1040 SAN ANTONIO TX 78294-1040 SCD C PAS NONE ADP PT HQ0339		Code S4404A		
7. Name And Address Of Contractor (No. Street, City, County, State, And Zip Code) KALMAR RT CENTER LLC 103 GUADALUPE DRIVE CIBOLO, TX. 78108-1028 TYPE BUSINESS: Large Business Performing in U.S.				8. Delivery <input type="checkbox"/> FOB Origin <input checked="" type="checkbox"/> Other (See Below) SEE SCHEDULE			
				9. Discount For Prompt Payment Net 30 Days			
				10. Submit Invoices (4 Copies Unless Otherwise Specified)		Item 12	
Code 1NWY2 Facility Code				To The Address Shown In:			
11. Ship To/Mark For SEE SCHEDULE		Code	12. Payment Will Be Made By DFAS - COLUMBUS CENTER DFAS-CO/WEST ENTITLEMENT OPERATIONS P.O. BOX 182381 COLUMBUS, OH 43218-2381		Code HQ0339		
13. Authority For Using Other Than Full And Open Competition: <input checked="" type="checkbox"/> 10 U.S.C. 2304(c)(1) <input type="checkbox"/> 41 U.S.C. 253(c)			14. Accounting And Appropriation Data				
15A. Item No. SEE SCHEDULE	15B. Schedule Of Supplies/Services CONTRACT TYPE: Time-and-Materiels	15C. Quantity	15D. Unit	15E. Unit Price	15F. Amount		
		KIND OF CONTRACT: Maintenance Contracts					
Contract Expiration Date: 2009APR30				15G. Total Amount Of Contract		\$0.00	
16. Table Of Contents							
(X)	Section	Description	Page(s)	(X)	Section	Description	Page(s)
Part I - The Schedule				Part II - Contract Clauses			
X	A	Solicitation/Contract Form	1	X	I	Contract Clauses	27
X	B	Supplies or Services and Prices/Costs	3	Part III - List Of Documents, Exhibits, And Other Attachments			
X	C	Description/Specs./Work Statement	9	X	J	List of Attachments	34
X	D	Packaging and Marking	16	Part IV - Representations And Instructions			
X	E	Inspection and Acceptance	17		K	Representations, Certifications, and Other Statements of Offerors	
X	F	Deliveries or Performance	20				
X	G	Contract Administration Data	21		L	Instrs., Conds., and Notices to Offerors	
X	H	Special Contract Requirements	22		M	Evaluation Factors for Award	
Contracting Officer Will Complete Item 17 Or 18 As Applicable							
17. <input checked="" type="checkbox"/> Contractor's Negotiated Agreement (Contractor is required to sign this document and return 2 signed copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)				18. <input type="checkbox"/> Award (Contractor is not required to sign this document.) Your offer on Solicitation Number _____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.			
19A. Name And Title Of Signer (Type Or Print)				20A. Name Of Contracting Officer M. J. FRANZEN FRANZENM@TACOM.ARMY.MIL (810)574-6304			
19B. Name of Contractor By _____ (Signature of person authorized to sign)		19c. Date Signed		20B. United States Of America By _____ /SIGNED/ (Signature of Contracting Officer)		20C. Date Signed 2004MAY21	

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Name of Offeror or Contractor: KALMAR RT CENTER LLC		

SECTION A - SUPPLEMENTAL INFORMATION

	Regulatory Cite	Title	Date
A-1	52.204-4850 (TACOM)	ACCEPTANCE APPENDIX	FEB/2002

(a) Contract Number W56HZV-04-D-0160 is awarded to Kalmar RT Center LLC. The Government accepts your proposal dated April 16 2004 in response to Solicitation Number: W56HZV-04-R-0571, signed by Cindy Marsden, Vice President of your company.

(b) The contractor, in it's proposal, provided the following data for the listed clauses in this contract:

Section E, 52.246-4028, INSPECTION POINT: CLIN's 1001AA and 1002AA Origin.
CLIN's 1003 A001 through A003 Destination
CLIN 1004AA Destination

Shipping Characteristics: 52.247-4458 GUARANTEED SHIPPING CHARACTERISTICS - - F.O.B. DESTINATION

Unit Package Exterior Size/Weight of Unit Package with contents:

Length 576 x Width 144 x Depth 118 (expressed in inches)/Weight 118,500 (expressed in pounds).

Others: N/A

(c) Any attachments not included with this document will be provided by TACOM-Warren directly to the administrative contracting officer (ACO) via e-mail. A hard copy of the award will be sent to those ACOs not EDW (Electronic Document Workflow) capable. Technical data packages will be mailed by TACOM-Warren to the ACO on CD-ROM. Within one week of this award, any office not able to obtain these attachments from TACOM's website (<http://contracting.tacom.army.mil/>) and still requiring a copy, can request it by sending an e-mail message to the buyer listed on the front page of this contract.

Negotiations concluded April 28, 2004

(d) The following Amendment(s) to the solicitation are incorporated into this contract: N/A

[End of Clause]

A-2	52.204-4232 (TACOM)	PUBLIC ACTIVITY INVOLVEMENT	DEC/2002
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Subcontract opportunities under this solicitation and any resulting contracts are open to competition between Department of Defense activities and private firms. In addition, Army Industrial Facilities are available to sell manufactured articles or to perform work at such Facilities on behalf of Offerors, in certain circumstances and as permitted by law. Rock Island Arsenal, Watervliet Arsenal, Anniston Army Depot, Sierra Army Depot, and Red River Army Depot have expressed interest in securing subcontracting opportunities under this RFP. For information related to the capabilities of these facilities, and Points of Contact, see www.gsie.army.mil

[End of Notice]

A-3	52.242-4021 (TACOM)	NOTICE REGARDING PLACEMENT OF DELIVERY ORDERS AND CONTRACTUAL ADMINISTRATION	JUL/1999
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During the term of this contract, authority may be granted to agencies other than TACOM including Defense Supply Center, Defense Logistics Agency ("DSC/DLA"), Richmond, VA for placement of delivery orders under this contract. Administration of this contract may also be transferred to such agencies, including DSC/DLA.

[End of Clause]

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Name of Offeror or Contractor: KALMAR RT CENTER LLC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p>FIRST PROGRAM YEAR OF THE CONTRACT IS THE DATE OF AWARD PLUS 364 DAYS.</p> <p>SECOND PROGRAM YEAR OF THE CONTRACT IS 365 DAYS THROUGH 729 DAYS AFTER CONTRACT AWARD.</p> <p>THIRD PROGRAM YEAR OF THE CONTRACT IS 730 DAYS THROUGH 1,094 DAYS AFTER CONTRACT AWARD.</p> <p>FIRST OPTION YEAR OF THE CONTRACT IS 1,095 DAYS THROUGH 1,459 DAYS AFTER CONTRACT AWARD.</p> <p>SECOND OPTION YEAR OF THE CONTRACT IS 1,460 DAYS THROUGH 1,824 DAYS AFTER CONTRACT AWARD.</p> <p>NOTE: THE PRICE APPLICABLE TO AN INDIVIDUAL ORDER IS THE PRICE FOR THE PROGRAM YEAR IN WHICH THE ORDER IS ISSUED. THE DELIVERY ORDER DATE DOES NOT DETERMINE THE PROGRAM YEAR.</p> <p>FOR EACH PROGRAM YEAR THE PRICE FOR THE FIRST YEAR APPLIES. NOT WITHSTANDING AN ECONOMIC PRICE ADJUSTMENT. PRICE SCENARIO'S AS FOLLOWS:</p> <p>INSP/ACCEPT: ORIGIN (CLINS 1001, 1002)</p> <p>INSP/ACCEPT: DESTINATION (CLINS 1003, 1004)</p> <p>FOB: DESTINATION (CLINS 1001, 1002, 1003, 1004)</p> <p>THE INFORMATION PRESENTED BELOW APPLIES TO THE ENTIRE CONTRACT:</p> <p>REQUIREMENTS CONTRACT 3 YEARS WITH TWO OPTIONS</p> <p>ORDER LIMITATIONS:</p> <p>THE ORDER QUANTITY IS 20</p> <p>MINIMUM DELIVERY ORDER QUANTITY IS 1</p> <p>SERIES OF ORDERS FROM THE SAME ORDERING OFFICE IS 90 DAYS.</p> <p>(End of narrative A001)</p>				

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Name of Offeror or Contractor: KALMAR RT CENTER LLC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001	NSN: 3930-01-473-3998 FSCM: 19207 PART NR: TRA240-55S3M SECURITY CLASS: Unclassified				
1001AA	<p><u>CORE EFFORT</u></p> <p>NOUN: RTCH</p> <p>Firm Fixed Price Core effort per Section C Paragraph II F, G, I and Appendix A Mandatory Replacement Parts List. All components not designated for replacement shall be inspected and/or repaired per Section C paragraph H. Attachment 002 Table 1.</p> <p>(End of narrative B001)</p> <p><u>Description/Specs./Work Statement</u> PROCUREMENT DOCUMENTATION TITLE: MPRL PROCUREMENT DOCUMENTATION LOCATION: ADDENDA: 1 TOP DRAWING NR: PD 2215 DATE: 27-MAR-2000</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: STD COMMERCIAL UNIT PACK: 1 INTERMEDIATE PACK: 1 LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Destination</p>		EA	\$ 11,338.00000	

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Name of Offeror or Contractor: KALMAR RT CENTER LLC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1002	NSN: 3930-01-473-3998 FSCM: 19207 PART NR: TRA240-55S3M SECURITY CLASS: Unclassified				
1002AA	<u>ADDITIONAL WORK EFFORT</u> NOUN: RTCH Repair and Overhaul actions beyond the core effort. Time and Materials effort to perform up to the maximum amount established in the contract per section H Clause H-19. Performance to be done at the same time as the core effort. (End of narrative B001) See contract clause H-15 for AWE effort. (End of narrative B002) <u>Description/Specs./Work Statement</u> TOP DRAWING NR: PD 2215 DATE: 27-MAR-2000 <u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: STD COMMERCIAL UNIT PACK: 1 INTERMEDIATE PACK: 1 LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin FOB POINT: Destination		EA	\$ 163,110.90000	

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Name of Offeror or Contractor: KALMAR RT CENTER LLC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1003	<u>REPORTS</u> SECURITY CLASS: Unclassified Contractor shall furnish a monthly status and CAR/AWE report showing work in process and a summary of work accomplished per Section C. (End of narrative A001)				
A001	<u>CONTRACTOR PROGRESS REPORT</u> SECURITY CLASS: Unclassified <u>Description/Specs./Work Statement</u> PROCUREMENT DOCUMENTATION TITLE: STATUS & MGMT REPORT PROCUREMENT DOCUMENTATION LOCATION: ADDENDA: A <u>Packaging and Marking</u> <u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination FOB POINT:		MO	\$ 852.00000	

Name of Offeror or Contractor: KALMAR RT CENTER LLC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
A002	<p>SCIENTIFIC & TECHNICAL REPORTS</p> <p>SECURITY CLASS: Unclassified</p> <p><u>Description/Specs./Work Statement</u> PROCUREMENT DOCUMENTATION TITLE: CAR & AWE REPORT PROCUREMENT DOCUMENTATION LOCATION: ADDENDA: B</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: DestinationACCEPTANCE: Destination</p> <p>FOB POINT:</p>		MO	\$ 985.00000	

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Name of Offeror or Contractor: KALMAR RT CENTER LLC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
A003	<p><u>REQUEST FOR DEVIATIONS</u></p> <p>NOUN: ENGINEERING CHANGES SECURITY CLASS: Unclassified</p> <p>(End of narrative B001)</p> <p><u>Description/Specs./Work Statement</u> PROCUREMENT DOCUMENTATION TITLE: ENGINEERING CHANGES PROCUREMENT DOCUMENTATION LOCATION: ADDENDA: C</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p>		EA	\$ ** NSP **	\$ ** NSP **
1004	SECURITY CLASS: Unclassified				
1004AA	<p><u>REQUISITION OF VEHICLES</u></p> <p>NOUN: RTCH</p> <p>Contractor shall Pickup/deliver the vehicles to its user facility after completion of RESET Inspection and Acceptance. This CLIN includes contractor travel costs if required to sites identified by requiring office for Preshop analysis and loading support. See Clause in Section G 52.247-4000 Payment of Loading Charges.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p>		LO		\$ 500,000.00

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SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
C-1	52.204-4003 (TACOM)	START OF WORK MEETING	MAY/2000

The contractor shall host a start of work meeting at its facility, unless some other location is designated in the contract, within 30 days after contract award. The contractor shall at a minimum invite the Contracting Officer's Representative (COR) identified in Section G or in an appointment letter, the Contract Specialist identified on the face page of this document, and the Administrative Contracting Officer (ACO). The COR, Contract Specialist, and ACO shall be given at least 14 days advance notice of the time, date, and location of the start of work meeting. The preferred method of notification is by email.

[End of Clause]

C-2	52.211-4015 (TACOM)	CONFIGURATION CONTROL - ENGINEERING CHANGES	JUL/2002
(a) DEFINITIONS:			

(1) Engineering Change Proposal (ECP). An ECP is a suggestion that we (the Government) permanently change some requirement of the Technical Data Package (TDP). ECPs can be issued before or during contract performance. NOTE: The current Government Standard allows us ninety days to process routine ECPs. If you (the contractor) need a response in less than ninety days to meet contract requirements, you should consider submitting a deviation along with your ECP.

(2) Request for Deviation (RFD). A RFD is a one-time request to deviate from TDP requirements. You must submit your deviation request once you realize that you desire to deviate from the TDP requirements. You can request a deviation for a specific number of parts or the entire contract quantity.

- (3) Value Engineering Change Proposal (VECP). A proposal that --
- (i) Requires a change to the instant contract; and
 - (ii) Results in reducing the overall projected cost to the agency without impairing essential functions or characteristics; provided, that it does not involve a change --
 - (A) In deliverable end item quantities only;
 - (B) In research and development (R&D) end items or R&D test quantities that is due solely to results of previous testing under this contract; or
 - (C) To the contract type only.

(4) Notice of Revision (NOR). A NOR describes the proposed changes to a technical document being requested by an ECP.

(b) When will TACOM start processing change requests? TACOM won't start processing any ECP, VECP, or RFD until we receive the ACO's comments (see paragraph (e) below) and the ECP, VECP, or RFD documentation.

(c) Contractor Responsibility. ECPs, VECPs, and RFD shall contain information per the instructions outlined on the Data Delivery Descriptions (DDDs) which can be found at the following website: <http://contracting.tacom.army.mil/engr/engrchange.htm>. Forms for preparing an ECP, VECP, or a RFD can also be found at this website. You may use other media, as long as you give us all the information outlined in the DDDs.

- (1) Identify the two-digit Weapon System Code (WSC) on your submittal. The WSC for this procurement is (39).
- (2) The Contractor shall submit ECPs/VECPs/RFDs to the Government electronically. You must use one of the following electronic mediums: 100 megabyte Zip*-disk, 3 1/2 inch disk, 650 megabyte CD ROM, or E-mail. (E-mail files must be sized 3.5 mb or less.) Identify the software application, and version, that you used to create each file submitted.
- (3) ECPs/VECPs/RFDs submitted in paper form are unacceptable and will be returned. You must use one of the following electronic formats:
 - (i) Files readable using these Microsoft 97 Office Products: Word, Excel, PowerPoint, or Access. Spreadsheets must be sent in a file format that includes all formulae, macro and format information. Print image is not acceptable.

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(ii) Files in Adobe PDF (Portable Document Format).

(iii) Files in HTML (Hypertext Markup Language). HTML documents must not contain active links to live Internet sites or pages. All linked information must be contained within your electronic ECPs/VECPs/RFDs and be accessible offline.

(iv) Other electronic formats. Before preparing your ECPs, VECPS or RFDs in any other electronic format, please e-mail the engineer, copy-furnished to the buyer and ACO, to obtain a decision as to the format's acceptability. Failure to e-mail the engineer to seek an alternate format's acceptability may result in rejection of your submission. All alternate methods must be at no cost to the Government. NOTE: The above formats may be submitted in compressed form using self-extracting files.

(d) Submittal Procedures for ECPs/VECPs/RFDs.

(1) Send one copy of the ECP, VECP or RFD in electronic format to your ACO.

(2) Send one copy of the ECP, VECP or RFD in electronic format to the buyer listed on the solicitation/ contract document.

WARNING - Submit complete, legible, virus free packages per paragraphs 1 and 2 above, or we may return your ECP/VECP/RFD without processing them.

(e) ACO Responsibility. Within ten working days from the day you receive the contractor's request, the ACO must prepare Comments on the ECP, VECP, or RFD in electronic format, and forward it as follows:

ECPs, VECPS, and RFDs. Email a copy of the contractor's request and ACO comments (DD Form 1998) to the engineer (riley@tacom.army.mil) and the buyer identified in block 7 of the solicitation cover sheet (SF 33), block 5 on the Standard Form 26, or block 6 on the DD Form 1155.

(f) Approval of ECPs, VECPS and RFDs.

(1) ECPs should be used to make permanent changes in the Government Technical Data Package (TDP). Contractual relief should be requested using a Request for Deviation. This is because the Government requires more time to analyze any proposal to permanently change the specification or TDP. Cost saving improvements to the TDP should be submitted as a VECP, if a VE clause is contained in the contract.

(2) ECPs. TACOM will review and make a decision within the ninety day timeframe. Notification of our decision will be made by the contracting officer or representative.

(3) RFDs. Decision on RFDs will be made within 30 days from the date we receive them from the ACO.

(g) Processing Emergency and Urgent ECPs. Ordinarily, ECPs submitted by the contractor will be deemed routine. If you submit an ECP that you consider to be an emergency or urgent (as defined in paragraph 11 of DDD for ECPs), you must immediately notify the PCO. TACOM will review the criticality of the ECP, and, if we determine that it is urgent or critical, we'll follow the appropriate processing time-frames as outlined in paragraph 11 of the DDD for ECPs.

(h) Reminder - Only the PCO can change the Contract. NO OTHER GOVERNMENT REPRESENTATIVE is authorized to make a commitment for, or bind the Government.

(i) RFDs shall contain sufficient pricing data to determine if a downward equitable adjustment to the contract is required.

(j) Questions.

(1) Questions about preparation and submittal of change request should be directed to the Government Quality Assurance Representative (QAR).

(2) Questions about the status of change requests you've already submitted, contact the buyer. You can find the buyer's name, number and e-mail address in block 7 of the solicitation cover sheet (SF 33), block 5 on the Standard Form 26, or block 6 on the DD Form 1155.

[End of Clause]

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C.3 SCOPE OF WORK For RTCH RT-240 Reset

C.3 - I. General Information: This repair is part of the Army Material Command (AMC) RESET Program.

A. Approach:

1. This scope of work (SOW) covers the Overhaul/Maintenance/Repair and CARC Painting of RTCH RT-240. The contractor shall provide all personnel, equipment, tools, materials, repair parts, transportation, supervision and other items and services to inspect and overhaul the RTCH RT-240 to 10/20 standards and beyond (3D Delayed Desert Damage) IAW Technical Manuals (TMs) requirements (e.g., torque and common hardware specifics) and requirements listed below and in Attachment 002 Table 1.
2. Vehicles processed under this program will be classified Condition Code A.

CODE A is described as follows: "New, used, repaired or reconditioned material which is serviceable and issuable to all customers without limitation or restrictions. Includes material with more than 6 months shelf life remaining."

B. Applicable Documents: The following documents (Technical Manuals (TM)/Tech Bulletins (TB)) are applicable to this work effort and form a part of this scope of work:

- RTCH RT-240 UNIQUE TMs:
- a. TM 10-3930-675-10 1 July 2001 (Operator's Manual)
 - b. TM 10-3930-675-20-1 1 July 2001 (Unit Maintenance, Volume 1)
 - c. TM 10-3930-675-20-2 1 July 2001 (Unit Maintenance, Volume 2)
 - d. TM 10-3930-675-34 1 July 2001 (Direct Support and General Support Maintenance)
 - e. TM 10-3930-675-24P 1 July 2001 (Unit, Direct Support and General Support Maintenance Repair Parts and Special Tool List)
 - f. LO 10-3930-675-12 1 July 2001 (Lubrication Order)
- UNIVERSAL TBs:
- a. TB 750-651 (Use of Anti-freeze Solutions, Antifreeze Extended and Cleaning Compounds Test Kit in Engine Cooling Systems)
 - b. TB 9-2300-247-40 Frame/Welding Repair
 - c. TB 42-0242 CARC Spot Painting (Water Based Specifications)
 - d. TB 43-0142 Safety Inspection and Testing of Lifting Devices
 - e. TB 43-0209 Color Marking & Camouflage Painting of Military Vehicles
 - f. TB 43-0213 Corrosion Prevention & Control, Including Rustproofing
 - g. TB 43-0221-2 Delayed Desert Damage, Special Maintenance Procedures for Tactical, Combat and Special Purpose Equipment (see APP A for a thorough list of references)
 - h. TM 9-2610-200-14 Care, Maintenance, Repair and Inspection of Pneumatic Tires & Inner Tubes
 - i. TM 9-6140-200-14 Maintenance Manual for Lead Acid Batteries

C. Definitions:

Serviceable Part: Any part that is capable of meeting the requirements of the TMs.

Non-serviceable Part: Any part that is not capable of meeting the requirements of the TMs.

Baseline Configuration: Vehicle overhauled to original configuration in accordance with the TMs and any approved ECP's, VECP's or RFD's.

C.3 - II. Requirements

A. Preshop Analysis and degree of disassembly:

1. A preshop analysis will be made of every vehicle overhauled under the provisions of this SOW using the best available diagnosis, inspection, and testing techniques to determine extent of work and parts required. As part of this analysis, an AOAP sample will be analyzed at the contractor's designated facility for the engine, transmission and main hydraulic system of these vehicles. Vehicles may be subjected to a preshop diagnostic test to determine the condition, function, and performance of the power train components, to include engine, transmission, differentials, starter, accelerator pedal and associated drive line assemblies. A visual technical inspection utilizing the equipment 10/20/34 TMs and TB 43-0221-2 section 1. This will be performed on the stationary Vehicles that are not able to be driven due to operational or safety concerns. All Vehicles and assemblies will be disassembled to the extent necessary to determine that components meet the requirements specified in this SOW.
2. To correct any potential Southwest Asia (SWA) environmental damage to this equipment (sand, water, or corrosion) it is necessary to follow all of the procedures of section 1 (General TACOM Equipment) in TB 43-0221-2, Delayed Desert Damage Special Maintenance Procedures for Tactical, Combat and Special Purpose Equipment to prevent premature failure to any components and sustain readiness.

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3. To the fullest extent possible, test equipment will be used to determine that assembly and subassemblies meet prescribed reliability, performance, and work requirements. The results from utilizing this test equipment along with other related factors will help determine if the assembly and subassemblies can be repaired or must be replaced.

4. Check for oil seal and gasket leakage - Evidence of lubricating or hydraulic oils passing through or around a seal (a light film) in itself is not a defect; however, consideration must be given to the fluid capacity of the item being checked/inspected. The following will be used as a guide in determining the degree of oil loss:

- a. Class I - Seepage of fluid (as indicated by wetness or discoloration) not great enough to form drops.
- b. Class II - Leakage of fluid great enough to form drops, but not enough to drip from the item being checked/inspected.
- c. Class III- Leakage of fluid great enough to form drops that fall from the item being checked/inspected.

B. Project Management. The contractor shall establish and maintain management operations for the reset of the RTCH RT-240. Project Management consists of those activities required to plan, direct and control the reset process of the RTCH RT-240. Those activities include organizing and directing all work to accomplish the objectives of this SOW and identifying impending problems relating to technical and delivery schedules.

C. Integrated Process Team (IPT) Management Philosophy: A joint contractor/Government IPT shall be established to serve as the primary management vehicle for monitoring the status of the RTCH RT-240 Reset program. All functional areas shall be included in the IPT, with sub IPTs as appropriate. The overall Management IPT shall serve as a means of coordination, monitoring schedule and contract performance, and directing the sub IPTs. The Management IPT shall ensure compliance with regulatory and contractual requirements. No changes to the contract are authorized without the written approval of the Contracting Officer. All issues and problems will be posted to the contractors AKO account.

D. Receipt and Storage: Upon receipt of the vehicle by the contractor, the RTCH RT-240 shall be identified by model number and serial number and be thoroughly inspected for the Baseline Configuration for that particular Model (operating hours and any mounted equipment). All noticeable missing components/parts shall be noted and recorded. All non-approved modifications or additions shall be documented and photographed.

E. Disassembly and Reassembly: Vehicle disassembly and reassembly will be accomplished in accordance with the applicable equipment TMs and the contractors SRA work package procedures.

F. Core Effort. The core effort is defined as and shall include only those tasks that are common to and performed on each vehicle including component/part replacement, upgrades and related tasks. The Core Effort may be updated by contract modification if required. The government will issue delivery orders for core effort at the fixed price identified in the contract. Each vehicle shall have an "R" stamped after the Serial Number and the date RESET was completed stamped on the data plate. New data plates will be attached to the vehicles.

G. Mandatory Replacement Parts/Compliance Requirement: The following items shall be replaced with new TM compliant parts or kits to correct any potential desert damage:

- 1. Install new fluids and lubricants
- 2. Install all new drive belts and filters
- 3. Whenever required by TM, replace all seals, gaskets, lock washers, locknuts with new. Ensure all gaskets and seals are replaced on assemblies that have been disassembled.

See Attachment 001 Appendix A Table 2 for the comprehensive MRPL (Mandatory Replacement Parts List).

H. Inspect and Repair Only as Necessary (IROAN) (ATTACHMENT 002): All components not designated for replacement in paragraph II.F above, shall be processed in accordance with the PMCS (Preventive Maintenance Checks and Services) specified in the TMs to include a complete annual service as well as Table 1 (Mandatory Inspection, Repair/Replace Only As Necessary List) below. All faults found and all the specific mandatory repairs/tasks will be repaired/performed utilizing parts in accordance with the TMs/TBs. In addition to the list below, if there is an oil sampling type valve located at the engine/transmission oil cooler, inspect it to ensure it is working properly.

Mandatory Inspection, Repair/Replace Only As Necessary List (SEE Attachment 002 IRON Table 1)

I. Lubrication. AOAP will not be the governing authority for replacement of the component oil or lubricant on any equipment returning from SWA that has a Class III leak. As TB 43-0221-2 specifies, any vehicle returning from SWA that does not show class III leaks should have the fluid and filters changed at the next scheduled service IAW LO. Lubricate vehicle IAW LO 10-3930-675-12. Only prescribed grease, oil, and antifreeze which complies with the applicable military specifications can be used. Reuse of drained lubricants is not authorized. Operate the equipment for 5 hours using the modified PD2215 TM2 test procedure after all repairs have been completed and submit an oil sample from the engine, transmission and main hydraulic system to the local AOAP lab for analysis. All results must be "NORMAL" or maintenance actions must be taken to achieve this result.

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J. Required Publications. The Government will provide the contractor with all applicable manuals, military specifications, and other reference material required to accomplish the inspection, maintenance and repairs.

K. Additional Work Effort (AWE). The AWE is the set of repair and overhaul actions beyond the core effort unique to each vehicle. The contractor shall perform AWE on each vehicle up to the maximum amount per vehicle established at after contract award during start of work meeting. In the event that the cost of the recommended AWE is anticipated to exceed the amount authorized at clause H-19, the contractor shall not perform any repairs until the PCO provides written authorization. The PCO will examine and approve all AWE requests in excess of the dollar thresholds established at clause H-15. The contractor shall perform this AWE at the same time as the core overhaul effort or at such a time as the contractor finds that this work is most efficiently integrated into their regular work processes. The list of work performed under this phase shall be included with the AWE report for each vehicle. The contractor shall ensure that they charge the government strictly for the AWE performed and not for any effort already paid for under the core overhaul effort.

The Contractor must submit an Additional Work Effort request to the Contracting Officer for any AWE request above the contractor approval authority. The Contracting Officer shall determine if the AWE is reasonable and acceptable and shall either approve or disapprove the request within 10 days. Contractor performance of any AWE over the Contractor Approval Authority without the PCO's approval will be at the Contractor's expense.

L. The contractor will perform repair of vehicles to 10/20 standards + 3D within the scope and timeline authorized by the contract. Major components and assemblies such as engines, transmissions, etc. will not be rebuilt, but replaced.

M. Coordinate with the Contracting Officer for transportation of swapped out assemblies back to a Government supply activity. The contractor shall segregate, clean and pack swapped out parts prior to transportation in accordance with US Army regulations.

N. The contractor will inform and receive approval to continue repairs from the Contracting Officer when repair costs for a vehicle are estimated to exceed (\$163,110.90) of the total vehicle replacement cost.

O. Status Report. The contractor shall furnish a monthly status report to the government showing the work in progress and a summary of work completed. The report shall include: delivery order number, vehicle serial number, vehicle attachments (if any), military location, dealer, labor rate, actual pick up date, AWE approval amount, AWE approval date, date inspector notified, actual completion date, inspection completion date, vehicle return date, core invoice amount, core invoice date, AWE invoice amount, AWE invoice date, and invoice total. The contractor shall include any new warranty certifications with the monthly status report. The contractor shall provide this report per CDRL A001 (Exhibit A).

P. Disposition of Replaced Parts. For a period of 30 days, starting on the date the government inspector signs the DD250 or other appropriate acceptance document; the contractor shall keep on hand all parts removed from the Reset vehicles. During that time period, the contractor shall permit government inspectors to examine and take possession of any of those parts upon request.

Q. Disposition of Parts Removed from Vehicles: The contractor will be responsible for safely disposing of all parts removed from the vehicles during the reset process in accordance with federal, state, and local laws and ordinances. All reparable unserviceable components should be credited to the contract including any scrap.

R. Start of Work Meeting. The contractor shall host a start of work meeting at its facility, unless some other location is designated in the contract, within 30 days after the award of the first delivery order. The contractor shall at a minimum invite the Contracting Officer identified in Section C or in an appointment letter, the Contract Specialist identified on the face page of this document, and the Administrative Contracting Officer (ACO). The CO, Contract Specialist, and ACO shall be given at least 14 days advance notice of the time, date, and location of the start of work meeting. The preferred method of notification is by email.

C.3 - III. Process:

A. Requisition of Vehicles: The Government will identify and notify the contractor of the vehicles to be inducted into the Reset Program and arrange for these vehicles to be shipped to the contractor. Vehicles will be provided to the contractor in an "as is" condition and some probably will not be in a drivable condition. The contractor shall pick up the vehicles at government sites as required. The contractor shall pick up the vehicles at designated government sites and transport them to a contractor Reset facility. The contractor may perform the Reset effort at any facility within its authorized service network. The contractor shall, however, make their best effort to ensure that the selected repair facility is within a 200-mile radius of the location from which the vehicle is taken or will be returned to. The contractor shall also be responsible for making all arrangements related to transportation and loading, including operating the vehicle and performing any needed disassembly required to transport the vehicle, as well as the actual transporting of the vehicles. Ten days prior to the planned arrival of their transportation personnel, the contractor shall notify the government POC's identified in the contract delivery order to firmly fix the exact time and place of vehicle pick up/delivery and transportation. The Reset vehicles shall be picked up within 60 days of delivery orders being received, unless mutually agreed upon by the government and contractor. Once a vehicle has been picked up, the contractor has 20 days in which to submit an AWE to the government. For AWEs below the threshold per clause H-15 "Contractor Approval Authority", the contractor shall deliver the Reset vehicle

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back to the designated unit within 60 days of pick-up. AWEs that exceed the dollar threshold at clause H-15 require PCO approval. The government has 10 days in which to review and provide disposition for these AWEs over the threshold. The contractor shall deliver the Reset vehicle back to the designated unit within 60 days of PCO AWE approval.

Placing Orders for Reset Effort. The PCO will place delivery orders under this contract by obligating:

- 1) the fixed price per vehicle for core effort and
- 2) the estimated cost for AWE. Each delivery order will show the following information:
 - The quantity of vehicles for Reset.
 - The known location of each vehicle for Reset.
 - The known serial number of each vehicle for Reset.
 - A point of contact, with telephone number at the vehicle's pick-up and return location.
 - The pick-up and return location Department of Defense Activity Address Code (DODAAC).

B. Vehicle Inspection. The contractor shall inspect in detail each vehicle going through Reset at their repair facility. The contractor shall ensure that the inspection is sufficient to determine the condition of the inspected vehicles and to identify any additional repairs (AWE) beyond those described in the core effort. The contractor shall not proceed with the Reset effort for a vehicle if the vehicle frame is cracked or bent to such a degree that it requires replacement. The contractor shall notify the PCO if the above condition exists. The PCO will make a determination whether to proceed with Reset on that vehicle. The PCO may amend the delivery order, striking that vehicle serial number from the list and deobligating the funds associated with the Reset of that vehicle. The contractor will be paid for all transportation, assembly/disassembly inspection and cleaning costs incurred for that vehicle. At its option, the government may substitute another vehicle from its fleet in place of the rejected vehicle.

C. Condition Assessment Report (CAR) and AWE Report. The contractor shall prepare a CAR and AWE report for each vehicle inspected under this Reset contract, whether it is below or above the AWE dollar threshold. The contractor shall deliver the CAR and both the "Summary" and "Detailed" AWE Reports to the addressees shown in CDRL A002 (Exhibit B).

Each report shall contain at a minimum:

- a. (CAR and AWE) All identifying vehicle information in accordance with commercial practices including end item serial number, system nomenclature (RTCH RT-240), National Stock Number (NSN) and US Army system registration number.
- b. (CAR only) A general description of the vehicle's condition and appearance.
- c. (CAR only) Engine hour/mileage meter reading.
- d. (CAR only) Serial number and condition of the engine to include the condition of engine components.
- e. (AWE only) A list of repair actions which are needed for the vehicle, including part numbers and descriptions. The contractor shall include in the report the estimated cost of material, labor, and any additive prime contractor overheads and markups to perform the Reset repair actions needed. The contractor shall price the total effort. The contractor shall segregate the additional recommended repairs by segment area of machine as shown below:

Engine
 Starting, Charging & Fueling System
 Radiator/Cooling Systems
 Torque Converter
 Transmission
 Steering
 Brakes
 Axles & Tires
 Hydraulic System
 Vehicle Frame & Guards
 Operator's Compartment
 FOPS
 Electrical System
 Boom Assembly
 Top Handler
 Fuel
 Miscellaneous
 Transportation
 Total

- f. (CAR and AWE) A condition summary of the vehicle which lists repairs necessary and probable cause, such as wear and tear, improper lubrication, improper training, etc.

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D. Final Inspection of Reset Vehicles. Ten days before a Reset vehicle is ready for final inspection, the contractor shall notify the Defense Contract Management Area Office located in the region of the dealer who is performing the work. Upon arrival of the government inspector, the contractor shall conduct an operational performance test (operate the equipment with and without a container attached for each model). The government inspector will also validate by reviewing maintenance records and spot checking the equipment using Table 1 Attachment 002 (requirements) of this SOW to ensure all tasked required were performed satisfactorily. Upon successful completion of these tests and validations, the government inspector will sign the DD250 or other appropriate acceptance document for each vehicle.

E. Requests for Deviations:

1. The Contractor may submit requests for relief from a particular contract requirement without affecting a change to the applicable technical data. These requests shall be submitted in the form of Request for Deviations (RFDs) in accordance with the requirements of this contract and Data Delivery Description (DDD)- Request for Deviation (RFD). This DDD can also be found at: <<http://contracting.tacom.army.mil/engr/engrchange>>. An RFD form suitable for contractor's use can also be found at this web site. The RFD(s) shall be delivered in accordance with DI-CMAN- 80640C, CDRL A003. Variances to deviate from these requirements are for the benefit of the Contractor and consideration offered for acceptance of the proposed RFD shall be attached as part of the RFD.
2. Effectivity Certification: Changes resulting from RFDs shall be incorporated into production through contract modification. Actual cut-in of these changes shall be at a single end item cut-in point. Each RFD shall be applied to the production line at one time in their entirety. The contractor shall maintain the original effectivity point certification on file and available to the government.
3. Supporting Data: Sufficient supporting data to evaluate the proposed request to deviate or waive requirements, legible and in electronic format, such as drawings, supplemental drawings, sketches, specifications, e-mail messages, manufacturer's data sheets, etc., shall be included with all RFD actions.

*** END OF NARRATIVE C 001 ***

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SECTION D - PACKAGING AND MARKING

D.1 REQUIREMENTS

The equipment shall be processed for shipment and storage in accordance with shipment and storage instructions prepared by the contractor and approved by the Government.

D.1.1 Immediate Use.

Manufacturers standard commercial procedures shall be used provided they will protect equipment for immediate shipment.

D.2 SPARE/REPAIR PARTS

All spare parts/SSP items will be packaged and packed to meet ASTM D3951.

D.3 MARKING

Marking For CONUS shipments: Include consignee and consignor. No identification or contract data markings are required. All special markings/Mark For will be provided by the contracting officer.

*** END OF NARRATIVE D 001 ***

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SECTION E - INSPECTION AND ACCEPTANCE

	Regulatory Cite	Title	Date
E-1	52.246-2	INSPECTION OF SUPPLIES--FIXED-PRICE	AUG/1996
E-2	52.246-16	RESPONSIBILITY FOR SUPPLIES	APR/1984

E-3	52.211-4016	CARC PAINT-PRETREATMENT REQUIREMENTS FOR FERROUS, GALVANIZED AND ALUMINUM SURFACES	AUG/2003
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(a) Ferrous and galvanized surfaces shall be cleaned and pretreated with a Type 1 microcrystalline zinc phosphate system per TT-C-490E. Alternate pretreatment systems for ferrous substances must meet the performance tests specified in paragraphs 3.5.7, 3.5.8, 4.2.7, and 4.2.8 of TT-C-490E. Corrosion resistance tests will be conducted on a monthly basis (two test coupons) after the process has been found to be in compliance with the (pretreatment chemicals) manufacturers instructions. Process control tests for this or alternative systems must ensure that the process remains in control and must be documented per ISO 9000 series and approved by TACOM. Testing (corrosion resistance and adhesion) must be performed on the same substrate and the same thickness of primer minus topcoat used in production. Unless otherwise specified, MIL-P-53022 and -53030 primers shall be salt spray tested for 336 hours (ASTM B117). All electrocoat primers shall be tested for 1000 hours. Test coupons shall be scraped at a 30 degree contact angle (approximate), with a one inch (approximate) metal blade such as a putty knife, between 24 and 168 hours after removal from the neutral salt spray cabinet for coupon evaluation. Any TT-C-490E (Type I) inorganic crystalline pretreatment is limited to a maximum build equivalent of 500 mg per square foot to minimize chipping of the CARC system. All TT-C-490E (Type I) zinc phosphate pretreatment systems must be documented per ISO 9000 series and approved by the procuring activity prior to use. The procedure containing all the elements specified in paragraph 3.2 of TT-C-490E shall be submitted to the procuring activity no less than 45 days prior to start of work. Qualification will consist of verification that the process with its controls can meet the performance requirements in the specification. The performance of zinc phosphate or any proposed alternate pretreatment system must be demonstrated and approved by the procuring activity. Prior to production, a Letter of Approval shall be provided by the Contracting Officer. Regualification of the process shall be required if the process is changed outside the limits defined in the TACOM letter of system acceptance (Letter of Approval) provided to the application facility.

Note: Zinc phosphate systems for galvanized surfaces require separate qualification. Hot dipped galvanized surfaces are highly prone to chlorine/chloride contamination from the galvanizing flux process. This contaminant must be removed prior to pretreatment for the coating system to pass these performance tests. Due to the wide variation in zinc thickness with the hot dip galvanizing process, the dry film thickness of the primer will be verified with a Tooke gage or equivalent for the purpose of production and process control. Primer test coupons shall represent both the minimum and maximum nominal dry film thickness. The test coupons must duplicate the production painting process as closely as possible.

(b) Qualification of pretreatment systems for zinc galvanized substrates shall be performed using Accelerated Corrosion Test protocol contained in GM 9540P, Method B, rather than salt spray. Test coupons with pretreatment and primer only shall be cured for seven days, and then scribed through the primer to the substrate. After 40 cycles of test exposure, the test coupons shall be scraped at a 30 degree contact angle (approximate), with a one inch (approximate) metal blade such as a putty knife, both parallel and perpendicular to the scribe between 24 and 168 hours after removal from the cyclic salt spray chamber for coupon evaluation. There shall be no more than 3 mm of red rust creep, blistering, or loss of paint adhesion from the scribe line and no more than 5 blisters in the field with none greater than 1 mm diameter. This test shall be performed at two month intervals (two test coupons) to ensure that the process remains in control.

(c) Aluminum substrates require a chromate conversion coating per MIL-C-5541E (or alternate, see note below), after appropriate cleaning per TT-C-490E. If any other alternate pretreatment is considered, it must pass 120 cycles of GM9540P, as a scribed Q-panel when coated with the production primer. After completion of the cyclic salt environment exposure, the panels shall be scraped as described above, and shall have no more than 0.5 mm paint loss (creep-back) from the scribe. In addition, there shall be no more than 5 blisters in the field with none larger than 1mm diameter. After completion of the 120 cycle corrosion resistance test evaluation, each test panel will be subjected to cross hatch tape test (ASTM D3359, minimum tape adhesion rating of 45 oz. per inch of width). The test pattern shall be 4 lines x 4 lines scribed to the metallic layer at 2mm intervals (approximate) and shall be done no closer than 12 mm from any panel edge or the scribe. Multiple head cutters may be used. The removal of two or more complete squares of primer shall constitute failure. Any alternate system must demonstrate its ability to pass both corrosion and adhesion tests on 5 consecutive days of production to be considered acceptable. All process steps shall be documented IAW ISO 9000 series standards and approved by the procuring activity.

Note: The only alternative products which have demonstrated their ability to meet these requirements for 5000 and 6000 series aluminum alloys are Alodine 5200 and Alodine 5700.

(d) The use of TT-C-490E Type III: Vinyl Wash Primer (DOD-P-15328) is prohibited due to its hexavalent chromium content and high VOC level. The Army is committed to minimizing the use of HAPs and hazardous materials.

[End of Clause]

E-4	52.211-4030	BASIC APPLICATION AND TESTING REQUIREMENTS FOR CHEMICAL AGENT	JAN/2003
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(TACOM) RESISTANT COATINGS (CARC) ON METALLIC SURFACES

(a) Scope: The requirements contained herein apply whenever any or all of the following specifications are cited in the contract: MIL-C-46168, MIL-C-53039, MIL-PRF-22750, or MIL-DTL-64159.

(b) CARC Primers: The preferred CARC primer for all applications is cathodic, epoxy electrocoat per MIL-C-53084. This primer can be directly substituted whenever MIL-P-53022 or MIL-P-53030 is specified on a drawing or specification. The dry film thickness table below contains mandatory minimum and maximum dry film thickness requirements. Failure of production painted hardware to comply with these ranges will dramatically impact the corrosion resistance and/or chip resistance of the CARC coating system. If the contractor does not possess the personnel or equipment to meet these mandatory thickness requirements, then cathodic epoxy electrocoat must be used. Any part that has rust, heat treat or mill scale must be abrasive blasted prior to the application of any coating. Select powder coat primers which have 0.0 VOCs and 0.0 HAPS can also be used as a direct replacement for MIL-P-53022 and MIL-P-53030 primers. These powder coat primers, however, can only be applied by TACOM-approved applicators. The qualification and application of these primers is controlled by "Performance Standard for Combat Grade Powder Coat Paint - U.S. Army - TACOM" and is available at <http://contracting.tacom.army.mil/engr/eng.htm>

(c) CARC Application: The dip application of any coating listed in the table below (with the exception of epoxy electrocoat which is specifically designed for dip application) is prohibited.

(d) End-Item Inspection. After the complete paint finish has been applied and cured* (See note below), the Contractor shall test and inspect two units per lot for (i)workmanship, (ii) total paint film thickness and (iii) paint adhesion. Unless otherwise agreed to between the Contractor and the cognizant Government quality assurance representative, a lot shall be defined as all units submitted for final Government acceptance at one time. The use of test panels in lieu of actual production units is prohibited. At final inspection, the cumulative total paint film thickness of pretreatment, primer, and topcoat shall at a minimum conform to the sum of the minimum thicknesses for individual elements of the paint finish as specified in Table I herein. Sufficient locations shall be spot-checked to ensure proper workmanship and paint thickness uniformity. The size and configuration of the unit as well as the number of vendors responsible for the paint finish of component parts shall be taken into consideration in determining the number of locations to be checked. The specific number of test locations shall be agreed to by the cognizant Government quality assurance representative in advance. In addition, two locations on each sample unit shall be selected conduct the scribe tape test. The test locations shall be routinely varied among the following:

- (1) Directly adjacent to a weld.
- (2) On or directly adjacent to a machine cut or sheared edge.
- (3) On any mechanically formed surface when lubricants/drawing compounds were used.
- (4) On paint touch-up areas.

The precise location for each scribe tape shall be in an inconspicuous location that has been accepted by the cognizant Government quality assurance representative before the test is conducted.

Upon completion of the scribe tape test, the scribe marks shall be feathered into the adjacent area and touched up with the required top coat so that the tested area again conforms to the applicable minimum specified in Table I herein.

*NOTE: The complete paint finish is defined as the pretreatment, primer, and topcoat applied to the substrate. Curing of the complete paint finish is dependent upon temperature, humidity, and paint film thickness. The time necessary to achieve sufficient adhesion to pass the scribe tape test must be determined by each facility. For purposes of this test, curing at ambient temperature will take 24 days. To accelerate the curing for purposes of product acceptance, the following procedure may be followed: Cure at 190 to 210 degrees F. for three hours (this is time at temperature and is therefore material thickness dependent), followed by 7 days at 65 degrees F. minimum.

(e) Test Methods:

(1) Film Thickness. Film thickness shall be verified with a nondestructive film gage. The gage shall be suitable for measurements over the applicable substrate material and shall have sufficient accuracy to ensure compliance to the thickness limitations. The gage shall be capable of being calibrated. If no other calibration specification or requirement is identified elsewhere in this contract, then the gage shall be calibrated in accordance with ISO 10012.

(2) Scribe Tape Test. The following test procedure shall be followed. The test surface shall be sufficiently warm and dry to ensure adhesion of the tape. All dimensions cited in this Scribe Tape Test description are approximate:

(a) Scribe four one-inch lines completely through the paint finish to the substrate, one sixteenth to three thirty-seconds of an inch apart.

(b) Scribe four additional one-inch lines, completely through the paint finish, one sixteenth to three thirty-seconds of an inch apart, rotated 90 degrees with respect to the first set of lines. The resulting pattern shall contain nine squares.

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(c) Press a length of A-A-1830, A-A-884, or any commercially available tape with a minimum adhesion rating of 45 oz. per inch of width firmly over the scribed pattern, rubbing out all air pockets.

(d) Wait ten seconds, minimum. Grasp a free end of the tape and at a rapid speed strip it from the paint surface by pulling the tape back upon itself at 180 degrees.

NOTE: The above two tests are not a substitute for corrosion test such as neutral salt spray or accelerated corrosion tests which verify coating durability.

(f) Acceptance Criteria:

(1) Film Thickness. All applicable surfaces shall have complete paint coverage. A minimum of 75% of the applicable surfaces of each test unit shall meet the minimum, cumulative dry film thickness requirements. Failure of either test unit shall result in rejection of the production lot that it represents.

DRY FILM THICKNESS TABLE	
SPECIFICATION	DRY FILM THICKNESS (Mils) (MANDATORY RANGE)
DOD-P-15328*	0.3 - 0.5
MIL-PRF-23377	1.0 - 1.5
MIL-P-53022, Type I	1.0 - 2.5
MIL-P-53022, Type II	1.5 - 2.5
MIL-P-53030	1.5 - 2.5
MIL-P-53084	0.8 - 1.5
MIL-C-22750	1.3 - 2.5
MIL-C-46168	1.8 MINIMUM
MIL-C-53039	1.8 MINIMUM
MIL-DTL-64159	1.0 MINIMUM

* May not be allowed per contract due to VOC and hexavalent chromium content.

(2) Scribe Tape Test (Adhesion). The removal of two or more complete squares of top coat, or top coat-primer-pretreatment coating, from either test unit constitutes test failure and the production lot from which it comes is rejected. Removal of overspray does not constitute test failure.

NOTICE: The scribe tape test is designed to detect any major deficiency in the paint application process that would affect the durability of the CARC finish. Typical causes of failure are:

- (a) Inadequate cleaning of the substrate.
- (b) Contamination of the surface between coatings.
- (c) Excessive paint film thickness in a single coating application.
- (d) Application of a coating over a previous coating which has not been adequately cured.

[End of clause]

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SECTION F - DELIVERIES OR PERFORMANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
F-1	52.242-15	STOP-WORK ORDER	AUG/1989
F-2	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
F-3	52.247-34	F.O.B. DESTINATION	NOV/1991
F-4	52.247-48	F.O.B. DESTINATION--EVIDENCE OF SHIPMENT (DEVIATION)	FEB/1999
F-5	52.247-52	CLEARANCE AND DOCUMENTATION REQUIREMENTS--SHIPMENTS TO DOD AIR OR WATER TERMINAL TRANSSHIPMENT POINTS	APR/1984
F-6	52.247-55	F.O.B. POINT FOR DELIVERY OF GOVERNMENT-FURNISHED PROPERTY	JUN/2003
F-7	52.211-16	VARIATION IN QUANTITY	APR/1984

(a) A variation in the quantity of any item called for by this contract will not be accepted unless the variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified in paragraph (b) below.

(b) The permissible variation shall be limited to:

 ZERO percent increase; and
 ZERO percent decrease.

(c) This increase or decrease shall apply to THE TOTAL CONTRACTUAL QUANTITY.

[End of Clause]

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SECTION G - CONTRACT ADMINISTRATION DATA

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
G-1	52.247-4000 (TACOM)	PAYMENT OF LOADING CHARGES	FEB/1995

(a) Some of the items listed in this contract contain obligated funds to cover maximum loading/transportation charges which may be incurred against contract shipment.

(b) When the contractor's invoice is accompanied by a Commercial Bill of Lading (CBL) verifying one of the following modes of shipment, the following payments for loading and transportation charges are authorized:

<u>CLIN</u>	<u>MODE OF SHIPMENT</u>	<u>AUTHORIZED PAYMENT PER UNIT FOR LOADING/TRANSPORTATION CHARGES</u>
(1004AA)	(Truck)	\$15,000.00

(c) After all contract deliveries are completed, the ACO shall issue a unilateral contract modification to adjust the contract to reflect actual loading and transportation charges incurred, and to deobligate unused loading charge amounts.

[End of Clause]

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SECTION H - SPECIAL CONTRACT REQUIREMENTS

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
H-1	252.225-7005	IDENTIFICATION OF EXPENDITURES IN THE UNITED STATES	APR/2002
H-2	252.225-7013	DUTY-FREE ENTRY	JAN/2004
H-3	252.227-7036	DECLARATION OF TECHNICAL DATA CONFORMITY	JAN/1997
H-4	252.242-7004	MATERIAL MANAGEMENT AND ACCOUNTING SYSTEM	DEC/2000
H-5	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	MAR/2003
H-6	52.216-18	ORDERING	OCT/1995

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from MAY 2004 through Apr 2009.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered issued when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

[End of Clause]

H-7	52.216-19	ORDER LIMITATIONS	OCT/1995
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(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than 1, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor--

(1) Any order for a single item in excess of 1.

(2) Any order for a combination of items in excess of 10.

(3) A series of orders from the same ordering office within 90 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the REQUIREMENTS clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 10 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

[End of Clause]

H-8	52.216-21	REQUIREMENTS	OCT/1995
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(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as estimated or maximum in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the ORDERING clause. Subject to any limitations in the ORDER LIMITATIONS clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the ORDERING clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

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(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and the Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 30 Jul 2009.

[End of Clause]

H-9	52.217-4001	SEPARATELY PRICED OPTION FOR INCREASED QUANTITY	APR/1997
	(TACOM)		

(a) The Government hereby reserves the right to increase the quantity of the contract item up to an additional quantity of 100 units. The unit price for such option quantity shall be as set forth in CLIN 1001AA and 1002AA. This option may be exercised by the Government at any time, but in any event not later than 180 days after 30 Apr 2007. In addition, such option may be exercised in increments, subject to the stated total additional quantity limitations, price(s), and the above-stated time for exercise of the option.

(b) Delivery of the items added by the exercise of this option shall continue immediately after, and at the same rate as, delivery of like items called for under this contract, unless the parties hereto otherwise agree.

(c) Additionally, prior to the expiration of the original option period identified in paragraph (a) above, the Government may seek a bilateral extension of the option period for an additional period not to exceed 90 days from the expiration date of the original option period.

[End of Clause]

H-10	252.225-7003	REPORT OF INTENDED PERFORMANCE OUTSIDE THE UNITED STATES	APR/2003
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- (a) The offeror shall submit a Report of Contract Performance Outside the United States, with its offer, if-
- (1) The offer exceeds \$10 million in value; and
 - (2) The offeror is aware that the offeror or a first-tier subcontractor intends to perform any part of the contract outside the United States and Canada that-
 - (i) Exceeds \$500,000 in value; and
 - (ii) Could be performed inside the United States or Canada.
- (b) Information to be reported includes that for-
- (1) Subcontracts;
 - (2) Purchases; and
 - (3) Intracompany transfers when transfers originate in a foreign location.
- (c) The offeror shall submit the report using-
- (1) DD Form 2139, Report of Contract Performance Outside the United States; or
 - (2) A computer-generated report that contains all information required by DD Form 2139.
- (d) The offeror may obtain a copy of DD Form 2139 from the Contracting Officer.
- (End of provision)

H-11	252.225-7043	ANTITERRORISM/FORCE PROTECTION FOR DEFENSE CONTRACTORS OUTSIDE THE UNITED STATES	JUN/1998
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(a) Except as provided in paragraph (b) of this clause, the Contractor and its subcontractors, if performing or traveling outside the United States under this contract, shall-

- (1) Affiliate with the Overseas Security Advisory Council, if the Contractor or subcontractor is a U.S. entity;
- (2) Ensure that Contractor and subcontractor personnel who are U.S. nationals and are in-country on a non-transitory basis, register with the U.S. Embassy, and that Contractor and subcontractor personnel who are third country nationals comply with any security related requirements of the Embassy of their nationality;
- (3) Provide, to Contractor and subcontractor personnel, antiterrorism/force protection awareness information commensurate with

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that which the Department of Defense (DoD) provides to its military and civilian personnel and their families, to the extent such information can be made available prior to travel outside the United States; and

(4) Obtain and comply with the most current antiterrorism/force protection guidance for Contractor and subcontractor personnel.

(b) The requirements of this clause do not apply to any subcontractor that is-

(1) A foreign government;

(2) A representative of a foreign government; or

(3) A foreign corporation wholly owned by a foreign government.

(c) Information and guidance pertaining to DoD antiterrorism/force protection can be obtained from HQDA (DAMO-ODL)/ODCSOP; telephone, DSN 225-8491 or commercial (703) 695-8491. For additional information: Assistant Secretary of Defense for Special Operations and Low Intensity Conflict, ASD(SOLIC); telephone, DSN 255-0044 or commercial (703) 695-0044.

[End of Clause]

H-12 52.204-4005 REQUIRED USE OF ELECTRONIC CONTRACTING
(TACOM)

APR/2004

* "Microsft 97" below should read "Microsoft Office 2000"

(a) All contract awards, modifications and delivery orders issued by TACOM will be issued electronically. The contractor has the option to receive these actions either via the Worldwide Web (WWW) or Electronic Data Interchange (EDI). Many provisions and clauses appear "by reference," meaning only clause titles and regulation site are listed; their full texts can be found at the website <http://farsite.hill.af.mil/>

(b) In order to be eligible to receive an award under this solicitation, the successful offeror must be registered with the Department of Defense (DOD) Central Contractor Registration (CCR). The CCR registration process may be done electronically at the World Wide Web (WWW) site: <http://www.ccr.gov/>. (In order to be registered to use EDI, you must use the long form for registration. Certification information, including information on the EDI 838 TPP, must be furnished to the Contracting Officer within 60 calendar days after contract award to complete networking requirements within the Government.)

(c) Worldwide Web Distribution. The contractor will receive an electronic Notice of the Award, Modification, or Delivery Order via e-mail. If you choose the WWW option, you must download the file from the appropriate TACOM webpage:

Warren: http://contracting.tacom.army.mil/awards_official.htm
Rock Island: <http://aais.ria.army.mil/AAIS/AWDINFO/index.htm>
Picatinny: <http://procnet.pica.army.mil/Contracts/Index.htm>
Red River Army Depot: <http://www.redriver.army.mil/contracting/Awards>
Anniston Army Depot: <http://www.anadprocnet.army.mil>

(d) Electronic Data Interchange. If you choose to receive contract awards, modifications and delivery orders through EDI, they will be delivered electronically via the Federal Acquisition Network (FACNET). Federal Standard Version 3050 of Standard X12 from the American National Standards Institute (ANSI) will be used as the format for these electronic transactions.

(1) You must complete the EDI 838 Trading Partner Profile, and must agree (i) to subcontract with a DoD certified VAN or Value Added Service (VAS) provider, or (ii) to become DoD certified as a Value Added Network (VAN). The EDI 838 Training Partner Profile is contained in the basic CCR registration form and includes portions of the registration form which are titled "Optional".

(2) You must select a VAN from the official DoD approved list. DoD Certified VANs are listed at <http://www.acq.osd.mil/ec/ecip/index.htm> . If your VAN is later removed from the official list, or if you voluntarily drop your initially selected VAN, then you must switch to a VAN that remains on the official DoD approved list. You must maintain an active account on a DoD approved VAN for the entire duration of the contract, beginning no later than the 60th day after award.

(e) Unless otherwise specified elsewhere in the contract, all data items you are required to provide under this contract must be submitted electronically. Acceptable formats include:

(1) Microsoft* 97 Office Products (TACOM can currently read OFFICE 97* and lower.): Word, Excel, Powerpoint, or Access

(2) 100 OR 250 MEGABYTE ZIP*-DISK, 3 1/2 INCH DISK, OR 650 MEGABYTE CD ROM

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(3) E-MAIL (Maximum size of each e-mail message is be three and one-half (3.5) megabytes).

(4) Other electronic formats. Before submitting your data in any other electronic format, please e-mail the buyer identified on the face of the contract, with e-mail copy-furnished to amsta-idg@tacom.army.mil, to obtain a decision as to the format's acceptability. This e-mail must be received by the buyer not later than ten calendar days before the required data submission date.

NOTE: The above formats may be submitted in compressed form using self-extracting files.

(f) Additional information can be obtained by sending a message to: acqcenweb@tacom.army.mil or by calling (586) 574-7059.
[End of Clause]

H-13 52.245-4000 ACCOUNTABILITY OF ITEMS UNDER OVERHAUL/MAINTENANCE/REPAIR CONTRACTS MAY/2001
(TACOM)

The contractor shall, upon receipt of any items specified for overhaul, maintenance or repair, send the following information by email to:

Commercial Repair Program (CRP)@tacom.army.mil

This information will account for Government assets during transit and while in the possession of the contractor until they are returned and received by the Government or its representative.

(1) Upon receipt of Government assets, notification must be provided within 5 business days detailing the NSN, document number, quantity, and date of receipt for assets sent to the contractor in support of an overhaul/maintenance/repair program.

(2) A monthly report must be submitted showing how many assets were repaired, how many were scrapped and how many were shipped back to the Government under the overhaul/maintenance/repair program.

(3) All shipping documentation accompanying repaired assets returned to the Government must have the following statement annotated in the remarks portion of the shipping document: "RETURN FROM REPAIR, MARK FOR: (the document number under which the assets were received at the contractor location)." NOTE: The quantity shipped under each document number must not exceed the quantity received under that same document number.

[End of Clause]

H-14 52.246-4026 LOCAL ADDRESSES FOR DD FORM 250 JAN/2002
(TACOM)

(a) The contractor must provide a copy of each Material Inspection and Receiving Report (DD 250) pertaining to this contract, to the addresses given below, using either of the following methods:

(1) Our first preference is for you to use electronic mail (e-mail), using the following e-mail address: DD250@tacom.army.mil

(2) Our second preference is for you to use data facsimile (datafax) transmission, using this fax number: (586) 574-5527 and use "DD250 mailbox" in the "to:" block of your fax cover or header sheet.

In either method, do not mix DD250s from more than one contract in a single transmmission. That is, you may submit multiple DD250s in a single transmission, but they must all be against the same contract.

(b) These copies meet the requirements for the Purchasing Office copy and the Army Inventory Control Manager copy listed in tables 1 and 2 of DFARS Appendix F.

(c) The DD250 form may be found, in three different formats, on the World Wide Web at <http://web1.whs.osd.mil/icdhome/DD-0999.htm>

[End of Clause]

H-15 ESTIMATED COST AND APPROVAL - CONTRACTOR REQUIRED APPROVAL AUTHORITY

As set fourth in CLIN 1002AA of Section B, the contractor is authorized to perform additional work effort (AWE) at an estimated cost of \$163,110.90, inclusive of fee, for each of the vehicles included in this RESET program. Accordingly, for any work beyond that amount,

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the contractor must submit for approval of the same to the PCO. The estimated AWE will be re-negotiated after completion of the first three vehicles during the start of work meeting held at the contractor's facility. The PCO shall determine if the AWE is reasonable and acceptable and shall either approve or disapprove the request within 10 working days of receiving a request from the contractor. Contractor performance of any AWE over the threshold amount in CLIN 1002AA without approval of the PCO shall be at the contractor's expense.

(End of Clause)

*** END OF NARRATIVE H 001 ***

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SECTION I - CONTRACT CLAUSES

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: <http://farsite.hill.af.mil/>

[End of Clause]

	Regulatory Cite	Title	Date
I-1	52.202-1	DEFINITIONS	DEC/2001
I-2	52.203-3	GRATUITIES	APR/1984
I-3	52.203-5	COVENANT AGAINST CONTINGENT FEES	APR/1984
I-4	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL/1995
I-5	52.203-7	ANTI-KICKBACK PROCEDURES	JUL/1995
I-6	52.203-8	CANCELLATION, RESCISSION AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-7	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-8	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN/2003
I-9	52.204-4	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER	AUG/2000
I-10	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JUL/1995
I-11	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
I-12	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
I-13	52.215-2	AUDIT AND RECORDS - NEGOTIATIONS	JUN/1999
I-14	52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT/1997
I-15	52.215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA	OCT/1997
I-16	52.215-12	SUBCONTRACTOR COST OR PRICING DATA	OCT/1997
I-17	52.215-13	SUBCONTRACTOR COST OR PRICING DATA -- MODIFICATIONS	OCT/1997
I-18	52.215-14	INTEGRITY OF UNIT PRICES (ALTERNATE I, (OCT 1997))	OCT/1997
I-19	52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS	OCT/1997
I-20	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	OCT/2000
I-21	52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN	JAN/2002
I-22	52.219-16	LIQUIDATED DAMAGES - SUBCONTRACTING PLAN	JAN/1999
I-23	52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB/1997
I-24	52.222-4	CONTRACT WORK HOURS AND SAFETY STANDARDS ACT--OVERTIME COMPENSATION	SEP/2000
I-25	52.222-19	CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES	JAN/2004
I-26	52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT	DEC/1996
I-27	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
I-28	52.222-26	EQUAL OPPORTUNITY	APR/2002
I-29	52.222-29	NOTIFICATION OF VISA DENIAL	JUN/2003
I-30	52.222-35	AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	DEC/2001
I-31	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN/1998
I-32	52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC/2001
I-33	52.223-6	DRUG FREE WORKPLACE	MAY/2001
I-34	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JAN/2004
I-35	52.226-1	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES	JUN/2000
I-36	52.227-1	AUTHORIZATION AND CONSENT	JUL/1995
I-37	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG/1996
I-38	52.229-4	FEDERAL, STATE, AND LOCAL TAXES (NONCOMPETITIVE CONTRACT)	APR/2003
I-39	52.229-6	TAXES--FOREIGN FIXED-PRICE CONTRACTS	JAN/1991
I-40	52.232-1	PAYMENTS	APR/1984
I-41	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB/2002
I-42	52.232-11	EXTRAS	APR/1984
I-43	52.232-17	INTEREST	JUN/1996
I-44	52.232-23	ASSIGNMENT OF CLAIMS	JAN/1986
I-45	52.232-25	PROMPT PAYMENT	OCT/2003
I-46	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION	OCT/2003
I-47	52.233-1	DISPUTES	JUL/2002
I-48	52.233-3	PROTEST AFTER AWARD	AUG/1996
I-49	52.242-12	REPORT OF SHIPMENT (REPSHIP)	JUN/2003

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	Regulatory Cite	Title	Date
I-50	52.242-13	BANKRUPTCY	JUL/1995
I-51	52.243-1	CHANGES--FIXED-PRICE	AUG/1987
I-52	52.244-2	SUBCONTRACTS (ALT I--AUG 1998)	AUG/1998
I-53	52.245-4	GOVERNMENT-FURNISHED PROPERTY (SHORT FORM)	JUN/2003
I-54	52.245-19	GOVERNMENT PROPERTY FURNISHED AS-IS	APR/1984
I-55	52.246-24	LIMITATION OF LIABILITY--HIGH-VALUE ITEMS	FEB/1997
I-56	52.247-63	PREFERENCE FOR U.S.-FLAG AIR CARRIERS	JUN/2003
I-57	52.248-1	VALUE ENGINEERING	FEB/2000
I-58	52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	SEP/1996
I-59	52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR/1984
I-60	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-61	252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE CONTRACT-RELATED FELONIES	MAR/1999
I-62	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-63	252.209-7000	ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY	NOV/1995
I-64	252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY per DoD interim rule, Federal Register 27 Mar 98	MAR/1998
I-65	252.211-7005	SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS	FEB/2003
I-66	252.215-7000	PRICING ADJUSTMENTS	DEC/1991
I-67	252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	FEB/2003
I-68	252.225-7014	PREFERENCE FOR DOMESTIC SPECIALTY METALS	APR/2003
I-69	252.225-7014	PREFERENCE FOR DOMESTIC SPECIALTY METALS (ALT 1)	APR/2003
I-70	252.225-7016	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS	MAY/2004
I-71	252.225-7031	SECONDARY ARAB BOYCOTT OF ISRAEL	APR/2003
I-72	252.225-7042	AUTHORIZATION TO PERFORM	APR/2003
I-73	252.226-7001	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES	SEP/2001
I-74	252.242-7000	POSTAWARD CONFERENCE	DEC/1991
I-75	252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
I-76	252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT	MAR/1998
I-77	252.244-7000	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DoD CONTRACTS)	MAR/2000
I-78	252.245-7001	REPORTS OF GOVERNMENT PROPERTY	MAY/1994
I-79	252.247-7021	RETURNABLE CONTAINERS OTHER THAN CYLINDERS	MAY/1995
I-80	52.216-22	INDEFINITE QUANTITY	OCT/1995

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the ORDERING clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the maximum. The Government shall order at least the quantity of supplies or services designated in the Schedule as the minimum.

(c) Except for any limitations on quantities in the ORDER LIMITATIONS clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed by the Contractor within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 100 units.

[End of Clause]

I-81	52.216-4	ECONOMIC PRICE ADJUSTMENT--LABOR AND MATERIAL	JAN/1997
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(a) The Contractor shall notify the Contracting Officer if, at any time during contract performance, the rates of pay for labor

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(including fringe benefits) or the unit prices for material shown in the Schedule either increase or decrease. The Contractor shall furnish this notice within 60 days after the increase or decrease, or within any additional period that the Contracting Officer may approve in writing, but not later than the date of final payment under this contract. The notice shall include the Contractor's proposal for an adjustment in the contract unit prices to be negotiated under paragraph (b) below, and shall include, in the form required by the Contracting Officer, supporting data explaining the cause, effective date, and amount of the increase or decrease and the amount of the Contractor's adjustment proposal.

(b) Promptly after the Contracting Office receives the notice and data under paragraph (a) above, the Contracting Officer and the Contractor shall negotiate a price adjustment in the contract unit prices and its effective date. However, the Contracting Officer may postpone the negotiations until an accumulation of increases and decreases in the labor rates (including fringe benefits) and unit prices of material shown in the Schedule results in an adjustment allowable under subparagraph (c)(3) below. The Contracting Officer shall modify this contract (1) to include the price adjustment and its effective date and (2) to revise the labor rates (including fringe benefits) or unit prices of material as shown in the Schedule to reflect the increases or decreases resulting from the adjustment. The Contractor shall continue performance pending agreement on, or determination of, any adjustment and its effective date.

(c) Any price adjustment under this clause is subject to the following limitations:

(1) Any adjustment shall be limited to the effect on unit prices of the increases or decreases in the rates of pay for labor (including fringe benefits) or unit prices for material shown in the Schedule. There shall be no adjustment for (i) supplies or services for which the production cost is not affected by such changes, (ii) changes in rates or unit prices other than those shown in the Schedule, or (iii) changes in the quantities of labor or material used from those shown in the Schedule for each item.

(2) No upward adjustment shall apply to supplies or services that are required to be delivered or performed before the effective date of the adjustment, unless the Contractor's failure to deliver or perform according to the delivery schedule results from causes beyond the Contractor's control and without its fault or negligence, within the meaning of the DEFAULT clause.

(3) There shall be no adjustment for any change in rates of pay for labor (including fringe benefits) or unit prices for material which would not result in a net change of at least three percent of the then-current total contract price. This limitation shall not apply, however, if, after final delivery of all contract line items, either party requests an adjustment under paragraph (b) above.

(4) The aggregate of the increases in any contract unit price made under this clause shall not exceed 10 percent of the original unit price. There is no percentage limitation on the amount of decreases that may be made under this clause.

(d) The Contracting Officer may examine the Contractor's books, records, and other supporting data relevant to the cost of labor (including fringe benefits) and material during all reasonable times until the end of three years after the date of final payment under this contract or the time periods specified in Subpart 4.7 of the Federal Acquisition Regulation (FAR), whichever is earlier.

[End of Clause]

I-82	52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS	APR/2003
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(a) Definitions. As used in this clause--

(1) "Commercial item," as used in this clause, has the meaning contained in the clause at 52.202-1, Definitions.

(2) "Subcontract," as used in this clause, includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c)

(1) The contractor shall insert the following clauses in subcontracts for commercial items:

(i) 52.219-8, Utilization of Small Business Concerns (OCT 2000)(15U.S.C. 637(d)(2) and (3)), in all subcontracts that offer subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (APR 2002)(E.O. 11246);

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible

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Veterans (Dec 2001) (38 U.S.C. 4212(a));

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998)(29 U.S.C. 793);

(v) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631) (flow down required in accordance with paragraph (d) of FAR clause 52.247-64).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimum number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

[End of Clause]

I-83 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES APR/1984

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the date of the clause.

(b) The use in this solicitation or contract of any DoD FAR Supplement (DFARS) (48 CFR 2) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the name of the regulation.

[End of Clause]

I-84 252.204-7004 ALTERNATE A NOV/2003

As prescribed in 204.1104, substitute the following paragraph (a) for paragraph (a) of the clause at FAR 52.204-7:

(a) Definitions. As used in this clause--

"Central Contractor Registration (CCR) database" means the primary Government repository for contractor information required for the conduct of business with the Government.

"Commercial and Government Entity (CAGE) code" means--

(1) A code assigned by the Defense Logistics Information Service (DLIS) to identify a commercial or Government entity; or

(2) A code assigned by a member of the North Atlantic Treaty Organization that DLIS records and maintains in the CAGE master file. This type of code is known as an "NCAGE code."

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11 of the Federal Acquisition Regulation) for the same parent concern.

"Registered in the CCR database" means that-

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database;

(2) The Contractor's CAGE code is in the CCR database; and

(3) The Government has validated all mandatory data fields and has marked the records "Active."

[End of Clause]

I-85 252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA MAY/2002

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(a) Definitions. As used in this clause--

(1) Components means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.

(2) Department of Defense (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.

(3) Foreign flag vessel means any vessel that is not a U.S.-flag vessel.

(4) Ocean transportation means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.

(5) Subcontractor means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract. However, effective May 1, 1996, the term does not include a supplier, materialman, distributor, or vendor of commercial items or commercial components.

(6) Supplies means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.

(i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.

(ii) Supplies includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.

(7) U.S.-flag vessel means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

(b)

(1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.

(2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if-

(i) This contract is a construction contract; or

(ii) The supplies being transported are-

(A) Noncommercial items; or

(B) Commercial items that-

(1) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);

(2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

(c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that--

(1) U.S.-flag vessels are not available for timely shipment;

(2) The freight charges are inordinately excessive or unreasonable; or

(3) Freight charges are higher than charges to private persons for transportation of like goods.

(d) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted

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after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum--

- (1) Type, weight, and cube of cargo;
- (2) Required shipping date;
- (3) Special handling and discharge requirements;
- (4) Loading and discharge points;
- (5) Name of shipper and consignee;
- (6) Prime contract number; and

(7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.

(e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Division of National Cargo, Office of Market Development, Maritime Administration, U.S. Department of Transportation, Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information--

- (1) Prime contract number;
- (2) Name of vessel;
- (3) Vessel flag of registry;
- (4) Date of loading;
- (5) Port of loading;
- (6) Port of final discharge;
- (7) Description of commodity;
- (8) Gross weight in pounds and cubic feet if available;
- (9) Total ocean freight in U.S. dollars; and
- (10) Name of the steamship company.

(f) The Contractor shall provide with its final invoice under this contract a representation that to the best of its knowledge and belief--

- (1) No ocean transportation was used in the performance of this contract;
- (2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;

(3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all non-U.S.-flag ocean transportation; or

(4) Ocean transportation was used and some or all of the shipments were made on non-U.S.-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

ITEM	CONTRACT			
DESCRIPTION	LINE ITEMS		QUANTITY	TOTAL

(g) If the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of non-U.S.-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.

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(h) In the award of subcontracts for the types of supplies described in paragraph (b)(2) of this clause, the Contractor shall flow down the requirements of this clause as follows:

(1) The Contractor shall insert the substance of this clause, including this paragraph (h) in all subcontracts that exceed the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation.

(2) The Contractor shall insert the substance of paragraphs (a) through (e) of this clause, and this paragraph (h), in subcontracts that are at or below the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation.

[End of Clause]

I-86	52.204-4009	MANDATORY USE OF CONTRACTOR TO GOVERNMENT ELECTRONIC COMMUNICATION	JUN/1999
	(TACOM)		

(a) All references in the contract to the submission of written documentation shall mean electronic submission. All electronic submissions shall be in the formats and media described in the "Electronic Quotations/Offers/Bids Required in Response to this Request for Quotations/Proposals/Bids" clause elsewhere in this document. (See Section K for commercial acquisitions, Section L for RFPs, and Section I for RFQs.)

(b) This shall include all written unclassified communications between the Government and the Contractor except contract awards and contract modifications which shall be posted on the internet. Return receipt shall be used if a commercial application is available. Classified information shall be handled in full accordance with the appropriate security requirements.

(c) In order to be contractually binding, all Government communications requiring a Contracting Officer signature must be sent from the Contracting Officer's e-mail address. The Contractor shall designate the personnel with signature authority who can contractually bind the contractor. All binding contractor communication shall be sent from this contractor e-mail address(es).

(d) Upon award, the Contractor shall provide the Contracting Officer with a list of e-mail addresses for all administrative and technical personnel assigned to this contract.

(e) Unless exempted by the Procuring Contracting Officer in writing, all unclassified written communication after contract award shall be transmitted electronically.

[End of Clause]

SECTION J - LIST OF ATTACHMENTS

<u>List of</u> <u>Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number</u> <u>of Pages</u>	<u>Transmitted By</u>
Exhibit A	STATUS AND MGMT REPORT	01-DEC-2003	001	
Exhibit B	SCIENTIFIC AND TECH REPORTS	01-DEC-2003	001	
Exhibit C	CONFIGUARATION CHANGES	30-APR-2003	001	
Attachment 001	APPENDIX A TABLE 2	10-MAR-2004	001	
Attachment 002	MANDATORY INSPECTION TABLE	10-MAR-2004	005	

Attachment 001

Appendix A to (SCOPE OF WORK For RTCH RT-240 Reset)

CORE EFFORT ITEMS

The following items MUST be changed as part of the Reset process.

RTCH RT-240 RESET MRPL MANDATORY REPAIR PARTS LIST

TABLE 2

ITEM#	ITEM NAME	NSN	QTY REQUIRED
5	FILTER ENGINE COOLANT	2910-01-042-8768	1
6	FILTER ENGINE OIL	2940-01-486-0989	1
8	FILTER SERVO HYD SYSTEM	4330-01-480-5775	1
8	FILTER HYDRAULIC SYSTEM	4330-01-481-0353	2
8	FILTER HYDRAULIC SYSTEM	4330-01-481-0355	1
8	FILTER HYD RES BREATHER	4310-01-480-9636	2
8	FILTER HYD RES RETURN	4330-01-483-0825	2
12	BLADE, WINDSHIELD WIPER FR	2540-01-479-4399	1
12	BLADE, WINDSHIELD WIPER R	2540-01-479-4403	1
17	BLADE, WINDSHIELD WIPER RF	2540-01-479-4399	2
19	FILTER ELEMENT, INTAKE SEC	2940-01-480-0398	1
19	FILTER ELEMENT, INTAKE PRI	2940-01-480-0401	1
20	FILTER FUEL WATER SEP	2910-01-486-1492	1
28	FILTER BRAKE COOLING	4330-01-481-0264	2
30	CAB AIR FILTER HTR/AC	4330-01-479-2596	1

NOTE: This must include any seal, gasket or fluid NSN that may be necessary to complete a repair on a particular piece of equipment. Those items will be ordered on an "as needed" basis.